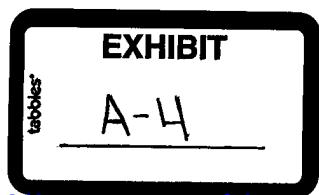


Exhibit 4



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Dear [jpos 1-26]:

As you may know, the JPMorgan Chase and Bank One holding companies merged in July, and Chase and Bank One are merging as one bank under the Chase name. We believe that the merger of our two companies will enable us to serve you better with a greater range of financial products – without sacrificing the quality of service you receive.

Your satisfaction is important to us and we will do our best to ensure that this transition is as seamless as possible for you. Your account number will not change and we will continue to honor any instructions you have provided for recurring bills (such as utilities and Internet Service) or for scheduled payment of your credit card account. If you pay by check, please continue to send your payments to the address provided on your monthly statement. You will also continue to enjoy the benefits on your account, such as Zero Liability for Unauthorized Purchases and Emergency Cash and Card Replacement.*

We have enclosed a notice about changes to your Cardmember Agreement and a new Rates and Fees table. Please read these documents carefully and keep them with your Cardmember Agreement for future reference. The noted changes take effect according to the summary on the back of this letter.

Because protecting your personal information is a priority to us, we are enclosing our Privacy Policy. It describes the ways we protect the Privacy of customer information, the information we share and your right to limit our sharing of information about you. If you have already provided us with your Privacy opt-out choices, you do not need to contact us. If you want to change the prior opt-out choices you gave us or have other questions regarding Privacy, please call us at the number listed inside the enclosed Privacy Policy.

If you have any questions about the other enclosed information or about the merger, please feel free to contact us 24 hours a day, 7 days a week at (800) 345-8879.

Thank you for your business. It is our pleasure to serve you.

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Sincerely,

Cardmember Service

* You will be informed of any future changes in terms to these account benefits 30 days before they take effect.

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CHANGE IN TERMS NOTICE AND NEW CARDMEMBER AGREEMENT

This Notice informs you that the Cardmember Agreement for your account is being replaced by a new Cardmember Agreement ("Agreement"). The Agreement will incorporate certain terms from your existing agreement that will not change. The Agreement is enclosed with this Notice. The Agreement is easier to read, and we are also changing certain terms on your account. To help you understand the changes in terms on your account, we explain the most important changes in the Summary below and highlight those changes by shading them in the enclosed Agreement.

Please read carefully the Summary of New Terms below. The changes described in Sections 1, 2 and 3 of the Summary will take effect for billing cycles ending on or after December 1, 2004 and thereafter. The changes described in Section 4 of the Summary will take effect for billing cycles ending on or after March 1, 2005 and thereafter. The changes described in Section 5 of the Summary will take effect for billing cycles ending on or after April 1, 2005 and thereafter. After these five sections of the Summary, we describe your rights to choose not to accept the changes in Sections 2 and 3 and how to exercise those rights. The changes in terms and your new Agreement will apply for all existing and future balances on your account.

SUMMARY OF NEW TERMS:

SECTION 1.

- If any APR on your account is greater than 23%, we may increase the minimum payment due up to 5% as described in your Agreement.
- The cash advance transaction fee will be 3%, \$10 minimum, and no maximum.
- The balance transfer transaction fee will be 3%, \$5 minimum, and \$75 maximum.
- The minimum periodic rate finance charge will be \$1, and may apply if any periodic finance charge is imposed in a billing cycle.
- The late fee will be \$15 if the balance is up to but not including \$250, and \$35 if the balance is \$250 and over. However, if the default rate is in effect on a monthly statement, we may charge a late fee of \$35 regardless of the amount of your balance.
- The overlimit, return payment, return check, and stop payment fees will be charged to \$35.
- If your account has an annual membership fee and your account is closed by you or by us, you will continue to pay the annual membership fee until the outstanding balance on your account is paid in full and your account relationship terminates.
- The amount that we may add with respect to transactions in foreign currencies will be changed to 3%.
- We will change when transactions are added to the daily balances.
- Information sharing rights for Illinois cardmembers are provided.
- All other terms in the Agreement that are not described in this Summary will apply. Certain items in your existing Cardmember agreement will be referred to differently in this Agreement. For example, convenience checks will be referred to as cash advance checks, the Pricing Schedule as the Rates and Fees table, and the non-preferred interest rate as the default rate.

SECTION 2.

- If any of your standard interest rates will be changed, they appear and are shaded on the Rates and Fees table in the Agreement.
- The Default interest rate that may apply if your account is in default will be changed in several ways. Historical information that precedes these changes may be used to determine whether or not your account meets the conditions of the revised terms.
 - There will be a new maximum rate that appears and is shaded on the Rates and Fees table in the Agreement.
 - We will provide that once the default rate is in effect on your account, your existing and new balances will remain subject to the default rate.
 - We will provide that the default rate may apply if your account is closed, we demand payment of your full balance and we do not receive payment within the time we specify.
- Your interest rate for overdraft advances charged to your account will be changed to be the overdraft advance APR that appears and is shaded on the Rates and Fees table in the Agreement.

SECTION 3.

- The arbitration agreement section provides that arbitration is at the choice of either party, contains a small claims exemption, provides for the advancement of certain costs to file an arbitration, permits a right of appeal to either party and contains other differences from your existing arbitration terms. Review the entire arbitration agreement section to fully understand the differences.

SECTION 4.

- We will change the periodic finance charge calculation as follows:
 - We will change the rounding method used when we calculate your daily periodic rate.
 - To get the total periodic finance charge, we will add all the daily periodic finance charge calculations for each transaction category for each day for the billing cycle, plus the daily periodic finance charges on purchases, if any apply, for the previous billing cycle.

SECTION 5.

- If any APRs on your account vary with changes to the Prime Rate, we will change the provisions of your Agreement that describe when and how we calculate these rates. In calculating these rates we will use a Prime Rate published in *The Wall Street Journal* two business days before the Closing Date shown on your billing statement.

YOUR RIGHTS TO CHOOSE NOT TO ACCEPT THE CHANGES IN SECTIONS 2 AND 3 OF THIS NOTICE:

The changes described in Sections 2 and 3 of this Notice will not become effective if you send us a written letter that you choose not to accept them. You may choose not to accept the changes in Section 2, Section 3, or both Sections 2 and 3. If the only choice you make is not to accept the change in Section 3, your account will remain open. If you do not accept the changes in Section 2, your account will be closed to further use (if it is not already closed). In any event, we must receive your letter no later than November 25, 2004. In your letter please include your name, address, account number and a statement that you do not want Section 2, Section 3, or both sections, to apply to your account. If you do not specify which sections you choose not to accept, we will assume that you chose not to accept both sections and your account will be closed. Your letter must be mailed to Chase Manhattan Bank USA, N.A., P.O. Box 15193, Wilmington, DE, 19850-5193. We must receive your written letter by the time indicated and at the address indicated or your choice(s) will not be effective; it is not sufficient to telephone us. If your letter is received by November 25, 2004 and you do not accept Section 3, the changes in that section described above will not apply to your account and you must pay off any outstanding balances on your account in accordance with the payment and other applicable terms of your Agreement.

Please retain this Notice for your records.

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RATES AND FEES TABLE

(This table may also be referred to as the Pricing Schedule)

IMPORTANT: KEEP THIS RATES AND FEES TABLE WITH THE OTHER PART OF YOUR CARDMEMBER AGREEMENT THAT IS ENCLOSED.**Rates (APRs below are Annual Percentage Rates)****Default APR**

Up to the Prime Rate* plus 23.99%, currently **28.49%** (0.07805% daily periodic rate). The default rate may apply if you fail to comply with certain terms described in the "Default Rates" section of the enclosed Agreement. The default rate may also be referred to as the Non-Preferred Rate.

Overdraft Advance APR

13.99% fixed APR (0.03833% daily periodic rate). The overdraft advance rate applies for overdrafts on eligible checking accounts with one of our related banks.

Variable Rate APRs

All variable interest rates will be calculated using the highest (U.S.) Prime Rate published in the Money Rates table section of *The Wall Street Journal* two business days before the Closing Date shown on your billing statement, as described in the Variable Rates section of the enclosed Agreement. In calculating any variable rate APR on your account, we will add to the Prime Rate the same margin(s) presently in effect under your existing Cardmember agreement. All of those margins are made part of this Agreement by reference.

All other interest rates (APRs and the corresponding periodic rates) on your account under your existing Cardmember agreement remain in effect and are made part of this Agreement by reference. Promotional and introductory APRs (including for promotional and introductory purchases, balance transfers and cash advances) remain in effect under the terms of the promotion(s). Standard APRs may also be referred to as Preferred Rates. The interest rates for balance transfers apply to balance transfers and balance transfer checks, and the interest rates for cash advances apply to cash advances and cash advance checks.

*Estimated variable APRs above are based on the 4.50% Prime Rate on 9/13/04.

Fees and Finance Charges**Cash Advance and Cash Advance Check****Transaction Fee FINANCE CHARGE**

3.00% of transaction (minimum fee of **\$10.00** and no maximum)

Balance Transfer and Balance Transfer Check**Transaction Fee FINANCE CHARGE**

3.00% of transaction (minimum fee of **\$5.00** and maximum of **\$75.00**)

Minimum FINANCE CHARGE **\$1.00**

(If any Finance Charge is payable for a monthly billing cycle)

Annual Membership Fee

If an annual membership fee is part of your existing Cardmember agreement, the fee amount remains the same and is made part of this Agreement by reference.

Late Fees: **\$15.00** if the Balance is up to but not including **\$250.00**
\$35.00 if the Balance is **\$250.00** and over

However, if the default rate is in effect on a monthly statement, we may charge a late fee of **\$35.00** regardless of the amount of your Balance.
 "Balance" means the Previous Balance on the statement that shows the late fee. This fee may also be referred to as the late payment fee or charge.

Overlimit Fee **\$35.00**

Return Payment Fee **\$35.00**

This fee may also be referred to as the Returned Payment Fee.

Return Check Fee **\$35.00**

This fee may also be referred to as the Declined Check Fee or the Stop Payment Fee.

Administrative Fees:

Copy Fee	\$5.00 per copy; \$10.00 per original sales slip.
Card Replacement Fee	\$10.00
Expedited Payment Fee	\$14.95

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